

TFC Contract No. 17-034-000
Morganti Texas, Inc.
Project No. 16-013-6077
Amendment No. 2

**AMENDMENT NO. 2
TO
CONSTRUCTION MANAGER-AT-RISK CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
MORGANTI TEXAS, INC.**

This Amendment No. 2 to the Construction Manager-At-Risk Contract (hereinafter referred to as “Amendment No. 2”) is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC Section 1.28) and Morganti Texas, Inc., a Texas corporation (hereinafter referred to as “CMR”), located at 350 North Sam Houston Parkway East, Suite 121, Houston, Texas 77060 (hereinafter referred to collectively as the “Parties”), to amend the *Construction Manager-at-Risk Contract between the Texas Facilities Commission and Morganti Texas, Inc.* (hereinafter referred to as the “Amendment No. 2”), as amended.

WHEREAS, on December 28, 2016, the Parties entered into that one certain *Construction Manager-at-Risk Contract Between the Texas Facilities Commission and Morganti Texas, Inc.* (hereinafter referred to as the “Contract”); and

WHEREAS, on November 20, 2018, the Parties executed Amendment No. 1 in order to extend the Term of the Contract, to provide funding for additional Construction Management Services, and to add statutorily required clauses; and

WHEREAS, subject to Contract Section 2.1.4, TFC Approvals, the Parties desire to enter into this Amendment No. 2 in order to provide funding of additional Construction Management Services, to extend the Term of the Contract, and to include additional provisions, terms and conditions that have been adopted subsequent to the execution of the Contract reflecting the will of the Texas Legislature or to comply with action(s) required by the State Auditor’s Office, the Office of the Attorney General, the Comptroller of Public Accounts, and/or other authorizing entities of the state;

NOW, THEREFORE, the parties agree to amend the Contract, as amended, as follows:

1. Unless clearly provided, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Contract.
2. The Parties agree to modify ARTICLE I – DEFINITIONS, Section 1.1, Definitions, by adding the following definition:

“*HUB Compliance Reporting System* means the Texas Facilities Commission Historically Underutilized Business (“HUB”) online reporting system located at <https://tfc.gob2g.com>. The *HUB Compliance Reporting System* is used to maintain business records documenting compliance with the HUB Subcontracting Plan (“HSP”) by submission of

monthly Progress Assessment Reports. See Section 12.2, Historically Underutilized Businesses (“HUBs”).”

3. The Parties agree to modify ARTICLE III – TERM, SUSPENSION, AND TERMINATION, Section 3.1, Contract Term, by deleting Section 3.1 in its entirety, and replacing it with Section 3.1, as follows:

“3.1 Contract Term. This Contract shall be effective as of the Effective Date and shall terminate on December 31, 2020, unless extended by the Parties by amendment to this Contract or terminated earlier, as provided below.”

4. The Parties agree to modify ARTICLE IV – CONSIDERATION, SECTION 4.2 – CONTRACT SUM-COMPONENTS, by reflecting an increase in compensation to be paid in the amount of Five Hundred Sixty-One Thousand Seven Hundred Forty-Five and No/100 Dollars (\$561,745.00), thus increasing the Contract Sum from Three Million Five Hundred Eighty-One Thousand Two Hundred Thirty and No/100 Dollars (\$3,581,230.00), to a new total amount not to exceed Four Million One Hundred Forty-Two Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$4,142,975.00), which is the sum of the components indicated in sections 4.2.1 through 4.2.6, and contains a line item for additional work requested by TFC and the Department of Public Safety (“DPS”), as more particularly set forth in CMR’s Proposal dated November 6, 2019, and Proposed Change Order Forms A, B and C, dated November 12, 2019, which Proposal and Forms are attached hereto and incorporated herein for all purposes as “Exhibit A-2,” consisting of thirteen (13) pages.

5. The Parties agree to further modify ARTICLE IV – CONSIDERATION, SECTION 4.2 – CONTRACT SUM-COMPONENTS, so that it reads in its entirety as follows:

“4.2. Contract Sum–Components. Upon execution of a GMP Acceptance, the Contract Sum shall not exceed Four Million One Hundred Forty-Two Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$4,142,975.00), which is the sum of the following components.

4.2.1. Pre-Construction Management Fee. The Pre-Construction Management Fee as stated in Section 4.1, above, which shall not exceed Twenty-One Thousand Four Hundred and No/100 Dollars (\$21,400.00).

4.2.2. Construction Management Fee. The Construction Management Fee not to exceed two and one-half percent (2.5%) of the Cost of Work or Sixty-Eight Thousand Eight Hundred Sixty-Two and No/100 Dollars (\$68,862.00), which sum will be finalized as part of the Contract Sum in the GMP Acceptance.

4.2.3. General Conditions Fee. The General Conditions Fee not to exceed Two Hundred Seventy-Two Thousand Four Hundred Twenty and No/100 Dollars (\$272,420.00), which sum will be finalized as part of the Contract Sum in the GMP Acceptance.

4.2.4. Cost of Work. The Cost of Work will be adjusted and finalized as part of the Contract Sum in the GMP. The budget for the Cost of Work shall not exceed Two Million Seven Hundred Fifty-Four Thousand Four Hundred Ninety-Three and No/100 Dollars (\$2,754,493.00).

4.2.5. TFC Controlled Contingency. The TFC Controlled Contingency of One Million Twenty-Five Thousand Eight Hundred and No/100 Dollars (\$1,025,800.00), which sum shall be maintained through construction, and included in the Contract Sum and finalized in the GMP Acceptance.

4.2.6. Unused Contingencies. Any unused portion of the CMR Contingency and the TFC Controlled Contingency shall be returned to TFC at the completion of the Project through a credit Change Order to the Contract Sum.”

7. The Parties agree to modify ARTICLE VI – ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS, Subsection 6.2.7, Identification of CMR Project Executive Project Manager, and Project Superintendents, by supplementing “Exhibit F,” CMR List of Staff, with “Exhibit F-1,” Amendment No. 2 CMR List of Staff, which Exhibit F-1 is attached hereto and incorporated herein for all purposes and consisting of one (1) page.

8. The Parties agree to modify ARTICLE VII – WARRANTIES AND REPRESENTATIONS BY CMR, by deleting Sections 7.1.6, Prohibition Against Boycotting Israel, and 7.1.7, Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations, in their entirety and replacing them with Sections 7.1.16, and 7.1.17, as follows:

“7.1.16. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, CMR certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract.

7.1.17. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If CMR is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay CMR for any work performed.”

9. The Parties agree to further modify ARTICLE VII – WARRANTIES AND REPRESENTATIONS BY CMR, by adding Sections 7.1.18 through and including 7.1.

“7.1.18. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. CMR certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving CMR within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

7.1.19. Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053, Texas Government Code, CMR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.1.20. No Conflicts. CMR represents and warrants that CMR has no actual or potential conflicts of interest in providing services to the State of Texas under this Agreement and that CMR’s provision of services under this Agreement would not reasonably create an appearance of impropriety.

7.1.21. Excluded Parties. CMR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

7.1.22. Suspension and Debarment. CMR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.”

10. The Parties agree to modify ARTICLE XI – BONDS AND INSURANCE, Section 11.2.1, Workers’ Compensation and Employers’ Liability Coverage, by deleting Subsection 11.2.1.2 in its entirety and replacing it with Subsection 11.2.1.2, as follows:

“11.2.1.2. Pursuant to the Texas Labor Code, Section 406.096(b), CMR shall require each Subcontractor to certify in writing to the CMR that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. Owner shall be entitled, upon request and without expense, to receive copies of these Certifications.”

11. The Parties agree to modify ARTICLE XII – MISCELLANEOUS PROVISIONS, by adding Subsection 12.2.1, as follows:

“12.2.1. Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan (“HSP”) to include the Progressive Assessment Report (“PAR”) compliance monitoring through a HUB Compliance Reporting System known as B2G. CMR and CMR’s Subcontractors must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the

B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved.”

12. The Parties agree to further modify ARTICLE XII – MISCELLANEOUS PROVISIONS, by inserting Sections 12.26 through and including 12.29, and re-numbering existing Section 12.26, Entire Agreement and Modification as Section 12.29, so that the inserted and existing Sections read in their entirety, as follows:

“12.26. False Statements; Breach of Representations. By signature to this CMR, CMR makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If CMR signs this Contract with a false statement or it is subsequently determined that CMR has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, CMR shall be in default under this Contract, and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.

12.27. Abandonment and Default. If CMR defaults on this Contract, TFC reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. The defaulting CMR will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

12.28. Antitrust and Assignment of Claims. CMR represents and warrants that neither CMR nor any firm, corporation, partnership, or institution represented by CMR, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract. CMR assigns to the State of Texas all of CMR’s rights, title, and interest in and to all claims and causes of action CMR may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

12.29. Entire Agreement and Modification. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.”

Except as expressly amended above, all provisions, terms and conditions of the Contract, as amended, remain in full force and effect.

TFC Contract No. 17-034-000
Morganti Texas, Inc.
Project No. 16-013-6077
Amendment No. 2

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2 to be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

By: DocuSigned by:
Mike Novak, Executive Director
B7C8FC0A8020417...

Mike Novak

Executive Director

Date of execution: 12/19/2019 | 8:53 AM CST

GC CR

Dir mn

DED pn

MORGANTI TEXAS, INC.

By: DocuSigned by:
Paul Kummer, Vice President of Operations, Morganti Texas, Inc.
5C44282DCDAE48D...

Paul Kummer

Director of Operations

Date of execution: 12/19/2019 | 8:16 AM CST

TFC Contract No. 17-034-000
Morganti Texas, Inc.
Project No. 16-013-6077
Amendment No. 2

EXHIBIT A-2

**CMR's Proposal dated November 6, 2019, and Proposed Change Order Forms A, B and C,
dated November 12, 2019**



November 6, 2019

Texas Facilities Commission
1711 San Jacinto Blvd
Austin, TX, 78701
Subject: DPS Houston Gessner Addition & Renovation 16-013-6077

Dear Mr. Nezamabadi,

We enclose a proposal for the additional work requested by TFC & DPS per construction documents & contract at TFC DPS Gessner 16-013-6077, designated as PCO 51. This change will add (40) calendar days to our current project Schedule. Morganti also recommends a \$50,000.00 contingency to cover any unforeseen conditions that may arise. Please feel free to contact me if there are any questions.

Sincerely,
Morganti Texas Inc.

Frank Gotham
Project Manager

Signature: _____

A handwritten signature in blue ink, appearing to read "F. Gotham", is written over a horizontal line.

Date: 11/6/2019 _____

Construction Management ■ General Contracting ■ Design Build ■ Project Management

MORGANTI TEXAS, INC. ■ WWW.MORGANTI.COM
10590 Westoffice Drive, Suite 150 ■ Houston, Texas 77042 ■ Phone: (281) 448-1015 ■ Fax: (281) 448-8416

AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER



November 4, 2019

Reference: EARTHWORK & SITE UTILITY PROPOSAL
TFC DPS Gessner

Keystone Site Work is proposing to provide all labor, equipment, material, and supervision necessary to complete the earthwork and site utility portion of the above referenced project for the lump sum amount of **THREE HUNDRED TWENTY FOUR THOUSAND DOLLARS (\$324,000.00)**.

Sales tax NOT included in our proposal
We have seen 0 Addendum

Base Bid

\$ 324,000.00

- Price Includes full time supervision
- Price is based on mobilizing for four (1) phase construction: 1) verify existing topographic survey, site demolition, rough site grading, paving stabilization, aggregate base, asphalt, machine backfill & finish grading.
- Provide engineering and layout for our work. *We will verify existing conditions and elevations versus bid documents and report any discrepancies.*
- SWPPP - Install & remove SWPPP per C-110, C-115 and C-116
- Site Demolition - Saw-cut, demolish, and remove asphalt paving, concrete sidewalk, concrete curb & gutter, signs and pipe bollards. *No underground utility removal.*
- Stripping - After existing conditions are verified, strip existing surface of organics and stockpile for future backfill. Haul off excess spoils.
- Paving Subgrade - Excavate and backfill to lines and grades on civil drawings in 8" loose lifts to 95% compaction with onsite general fill.
- Sidewalk Subgrade - Cut and fill subgrade with onsite general fill during one phase. *No separate mobilizations.*
- Site Backfill - Machine backfill curbs, sidewalks, and berms with onsite general fill.
- Haul off excess spoils generated by this scope only. Price does not include handling or removing spoils generated by other trades.
- Stabilization - 6" deep with 6% lime (27#/sy) at asphalt paving new section - 1,310 sy *Price is based on one phase construction; no multiple move-ins or stand by time.*
- Stabilized Base - Furnish and install 6" type 247 cement stabilized crush limestone beneath concrete paving at circle drive parking lot - 1,000 sy
- Asphalt Paving: 1 1/2" type D HMAc and 6" type 247 cement stabilized crush limestone - 1,310 sy
- Asphalt Milling: Mill existing asphalt paving 1 1/2", saw-cut and remove 8" of existing base and replace with 8" type 247 cement stabilized crush limestone and 1 1/2" type D HMAc - 545 sy
- Finish grade all surfaces to $\pm 0.10'$
- Dewatering due to inclement weather as we deem necessary to advance our efforts.

Underground Site Utilities

- All services to terminate 5 feet outside of building
- Utility proposal is submitted as a whole; it is not intended to be broken out separately
- Existing facilities and their type, location, size and depth have not been field verified.
- This project was bid using drawings provided. Any changes in description of work, quantities of items, or conditions of existing circumstances will reflect a change in the price.
- Licensed by the Texas State Board of Plumbing Examiners: Gregory Bany M13740

Storm Drainage

- Type A Inlets - 5 ea

- 12" SDR 26 PVC – 200 lf
- 10" SDR 26 PVC – 20 lf
- Trench Safety

Contractor's Options

- Alternate Parking Lot \$ 363,000.00
- Stabilized Crush Limestone – Base Bid Deduct <\$ 9,000.00>
- Stabilized Crush Limestone – Alternate Parking Lot Deduct <\$ 48,000.00>

The following items are excluded from our proposal:

- Anything not specifically listed above.
- Concrete curb & gutter. *See concrete proposal.*
- Groundwater removal, well pointing, and/or subdrainage systems
- Remediation beyond diskling for failed proof-roll
- Unclassified excavation & removal
- Disposal of debris filled spoils
- Shoring/protecting existing foundation/building during excavation
- Over excavation or drying agent due to inclement weather
- Import, test, or amend existing topsoil to meet specifications
- Haul-off stockpile strippings due to rejection for use as topsoil
- Any handwork for backfill and dress up
- Hydro mulching
- Testing lab and/or fees
- All Permits

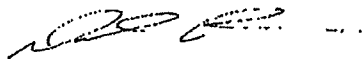
Keystone Site Work needs the following items prior to mobilization:

- The ability to verify topographic survey prior to stripping topsoil
- Property Corners and Benchmark
- Testing lab under contract
- Contract or Letter of Intent
- SWPPP in place
- Civil CAD files
- Fill Permit

This proposal is good for your acceptance for a period of thirty (30) days after initial submission. Any items not specifically mentioned in this proposal should not be assumed in our scope and within our lump sum bid. If a delay and / or price increase occurs at any time in the commencement or progress of the work due to a delay beyond our control and fault, we will be afforded an equitable adjustment of Contract time and / or contract price.

Keystone Site Work appreciates the opportunity to submit a proposal. Please call with any questions or further assistance.

Sincerely
KEYSTONE SITE WORK



Mark E Rosenfelder



STRIPING ♦ SEALCOATING ♦ SIGNAGE ♦ WHEEL STOPS ♦ POWERWASHING

Phone: 713-875-6771

16510 Mustang Trail Magnolia, TX 77355

PROPOSAL

TO: Morganti

DATE: November 5, 2019

PROJECT: DPS Gessner

RE-STRIPING:

1. Restripe parking spaces (chlorinated rubber, one coat, typ.)
2. Repaint cross hatched areas.
3. Proposal does not include ADA ramps.

STRIPING:

1. Layout and stripe parking spaces (chlorinated rubber, one coat, typ.)
2. Layout and paint cross hatched areas, cross walks, and arrows.
3. Layout and paint handicap stencils on blue backgrounds and Van Stencils per plans.
4. Proposal does not include ADA ramps

REMOVAL:

1. Remove (8) Handicap signs and black out handicap spaces.
2. Remove (1) Cross Hatched area.

SIGNAGE:

1. Supply and install Handicap Signs mounted on 2-3/8" galvanized steel posts set in paving area with concrete footing. Coring included.

WHEEL STOPS:

1. Supply and install (8) concrete wheel stops with pins at HC locations.

JOB TOTAL: \$5,823.00

Proposal includes Blanket Insurance Endorsements Only. Additional endorsements are \$150 each. Price is good for 30 days. **TERMS:** Net 30 Days. All Star Striping is not responsible for damages to any buried lines, cables, pipes, etc. unless specifically notified by customer of their existence, location, and depth prior to commencement of work. Price excludes everything not listed above

Chelsie May
ALL STAR STRIPING

Manbro Inc.
3729 Topping St
Houston, TX 77093
(832) 457-2533

Project: DPS Gessner

Contractor Information

Company	Morganti Texas Inc.
Address	10590 Westoffice Drive
City, State ZIP	Houston, Tx 77042
Phone	281-448-1015

Scope of Work

Pressure Washing All Masonry & Sidewalks, & Sealing Masonry
Painting Exisitng Canopy, Metal Panels, bollards, and steel enclosure on the exterior

Company Proposal

Base Bid.....	\$25,000.00
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CLYDE ELECTRICAL & MECHANICAL CONSTRUCTION, INC.

TECL #17019

DATE: 11/5/2019
FAX:
CO: Morganti
ATTN:
PROJECT: TX DPS Gessner Facility

NO. OF PAGES: 2
FROM: SEAN GUILLEMETTE
TEL: 281-359-4625
FAX: 281-359-0579
ADDENDA ACKNOWLEDGED: N/A

SCOPE

ITEMS INCLUDED DIVISION 26 - ELECTRICAL

- | | |
|---|--|
| 1 | REPLACE (4) WALL PAKS |
| 2 | REPLACE (6) POLE LIGHT HEADS WITH DOUBLE FIXTURE HEADS |
| 3 | POLE ADAPTERS |
| 4 | PAINT |
| 5 | PERMIT |

ITEMS EXCLUDED

- | | |
|---|---|
| 1 | BOND |
| 2 | OVERTIME |
| 3 | ALL UTILITY RELATED FEES AND ALLOWANCES |
| 4 | SALES TAX |

GOOD LUCK

SEAN GUILLEMETTE

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints.

CLYDE ELECTRICAL & MECHANICAL CONSTRUCTION, INC.
PO BOX 5931, KINGWOOD, TX 77325

TECL #17019
281-359-4625

DATE: 11/5/2019
FAX:
CO: Morganti
ATTN:
PROJECT: TX DPS Gessner Facility

NO. OF PAGES: 2
FROM: SEAN GUILLEMETTE
TEL: 281-359-4625
FAX: 281-359-0579
ADDENDA ACKNOWLEDGED: N/A

CLYDE ELECTRICAL & MECHANICAL, INC. WOULD LIKE TO PROVIDE PRICING FOR THE ABOVE PROJECT.

ELECTRICAL BASE BID
AS PER PLANS, SPEC'S & SCOPE SHEET

\$21,670.00

Thank you for the opportunity of submitting this proposal for your consideration. We at CEMCO, INC. would welcome your valued business and the opportunity to work with you.
In light of material price volatility this quote is valid for 30 days.

Sincerely,

Sean Guillemette
clydeelectric@yahoo.com

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints.



November 5, 2019

**RE: CONCRETE PROPOSAL
Texas DPS – Paving Changes**

Keystone Concrete Placement is proposing to provide all labor, material, equipment, pumping and supervision necessary to complete the concrete portion of the above referenced project for the lump sum amount of **SEVENTY-EIGHT THOUSAND DOLLARS (\$78,000.00)**. This price is based on the drawings dated 10-23-19.

We have seen 0 Addendum

Sales tax is Excluded on materials.

The following items are included in our proposal:

- Slabs will be cured with a bond breaker/curing compound
- Slump of concrete is based on 5" + or – 1"
- All reinforcing accessories are based on plastic snap on chairs
- Slab Tolerances are based on Ff35/FI25
- All concrete is based on Plans

Site Work

- 6" paving – 9,822 s.f.
- Building Sidewalks - 515 s.f.
- Handicap Ramps - 1 ea.
- 6" Extruded Curb at New Concrete Paving - 500 l.f.
- 6" Extruded Curb & Gutter at Asphalt Repair Areas – 498 l.f.
- 6" Extruded Curb at Repair Areas – 21 l.f.

Alternate to add new 6" thick concrete paving at large parking lot – ADD \$379,615.00

- 6" paving – 77,718 s.f.
- 6" Extruded Curb – 1,164 l.f.
- Delete the 498 l.f. of Curb & Gutter (above)

Note: Add Alternate not accepted!
JN

The following items are excluded from our proposal:

- All work not specifically included above
- G-Seal at all Paving and Sidewalk Expansion Joints
- Testing for paving tolerances
- Layout for other trades
- Galvanized Rebar and Epoxy Coated Rebar & Dowels
- Supplying or setting of shims for columns
- Supplying of pipe bollards or any misc. steel items

Please visit us at : www.keystoneconcrete.com

Keystone Concrete Placement

16575 Village Drive • Houston, Texas 77040 • Office: (713) 983-8002 • Fax: (713) 983-8845

11/6/2019 Concrete Proposal – Continued
DPS on Gessner – New Paving Scope

Page 2 of 3

- Other trades block outs and or pour backs of such block outs
- Welding of Rebar or Welded Rebar
- Concrete for Ductbanks
- Mass excavation or backfill
- Soil erosion control
- Cast in place catch basins
- Cast in place concrete aprons around cleanouts, manholes, and valve boxes
- Pipe Boots including making and/or installing pipe boots for penetrations of other trades
- Pre-fabricated trench drains of any kind
- All Caulking or Joint Sealing
- Shoring of metal decks or existing structures
- Removing, cleaning, or disposing of redwood topstrip
- Metal reinforcing accessories
- Floor Hardeners, Sealers, Staining, or Coloring of Concrete
- Plasticizers in concrete unless noted otherwise
- Demolition work
- Hauling off spoil materials
- Masonry reinforcing
- Traffic control or traffic control devices
- Painting or striping
- Site work or soil stabilization
- Pavers
- Wheel stops
- Landscaping sleeves
- Site dewatering or well point system
- Termite control
- All precast concrete
- Temperature control or protection of concrete
- Dumpsters or job toilets
- White Cement (We include Gray Portland Cement only)
- Wet Cure
- Waterproofing
- Job access, temporary roads, or maintaining access or roads
- Temporary power and water
- Lightweight, Perlite, Vermiculite, Soundcrete or Insulating concrete
- Concrete for fence, flagpole, or sign foundations unless specifically included
- Material testing, surveying or permits
- Setting up of inspections
- Sweeping or cleaning of slabs, paving, or walks
- Payment and Performance Bonds
- Builders' Risk Insurance
- Pollution liability, mold, asbestos insurance coverage's

11/6/2019 Concrete Proposal – Continued
DPS on Gessner – New Paving Scope

Page 3 of 3

This work of this proposal is based upon you providing to Keystone Concrete Placement the following:

- Subgrade to be prepared and approved by others, to be based on +/- .10' balanced for compacted subgrade and .04' balanced for stabilized subgrade prior to us performing our work.
- Miscellaneous anchor bolts, structural channels and other embeds we are required to install with the concrete.
- Layout, line and grade that we may use as a reference for setting forms in proper locations.
- A safe workplace that will meet OSHA Standards
- Warranty period is based on 1 year from substantial completion
- Potentially Time and Price – Impact Materials – If a delay and / or price increase occurs at any time in the commencement or progress of the work due to a delay in the delivery of construction materials beyond our control and fault, we will be afforded an equitable adjustment of Contract time and/ or contract price
- This proposal is based upon current manpower availability of this Company. The inability to perform the work described herein due to compliance with Federal laws, rules and/or regulations shall be an event of force majeure and shall excuse timely performance hereunder.

Our bid is based upon payments being received by the 10th of the month for 95% of all the work completed in the previous month, with final payment including all retainages being made within 30 days of substantial completion of our scope of work. This proposal is good for your acceptance for 30 days.

Please feel free to call should you have any questions or if we can be of further assistance.

Sincerely,

KEYSTONE CONCRETE PLACEMENT

Rodney J. Horn / Gary Stringer

Authorization to Proceed:

Signature

Printed Name and Title

Date: _____



TO: Contractor

ARCHITECT'S
Proposed Change Order Form**A**

Please prepare a CONTRACTOR'S PROPOSED CHANGE ORDER FORM B on the following proposed change: (Additional sealed documents necessary to completely describe the change identified below are attached.)

16-013-6077
TFC PROJECT NO.PCO 51
PROPOSED CHANGE ORDER NO.11/12/2019
DATE

The proposed change order shall cover the following additional work as depicted on Addendum 3 drawings dated October 28, 2019 and associated construction specifications: Asphalt overlay and restriping of existing asphalt parking; repair of concrete parking and sidewalk areas damaged or shifting; replacement of all non-LED exterior lighting including parking lot lighting with LED fixtures; power wash exterior including sidewalks; repaint all exterior painted surfaces including Class C Test Canopy; repaint concrete bollards; construct new concrete and asphalt areas for additional parking as site allows; and relocate handicap parking spaces.

This Proposed Change Order was initiated

by _____

Your early response is solicited

by _____
SignatureHuitt-Zollars, Inc

Architect / Engineer

ROUTING INFORMATION

1. Architect / Engineer prepare Proposed Change Order (PCO) in Impact and assign PCO number. Prepare and upload form "A", along with any attachments and transmit to Contractor via Impact.

2. Contractor prepare Form "B." Respond to PCO in Impact, upload Form "B" and transmit to Architect / Engineer.

3. Architect / Engineer review Form "B" and prepare Form "C". Upload Form "C" and transmit to TFC via Impact.

4. TFC staff review all documents, fill in amounts on CHANGE ORDER form, assign CHANGE ORDER NUMBER, and endorse. Transmit to Using Agency via email/Impact.

5. Using Agency review all documents and endorse CHANGE ORDER form. Transmit to TFC via Impact.

6. TFC final Approval. Transmit copies of all documents to all parties via Impact.



TO: Architect / Engineer

CONTRACTOR'S
Proposed Change Order Form**B**

The following is a detailed cost breakdown, including both materials and labor for all additions to and/or deductions from the contract sum if the change described on form A is accepted. (Additional data necessary to support itemized figures is attached and identified below.)

16-013-6077

TFC PROJECT NO.

51

PROPOSED CHANGE ORDER NO.

11/18/2019

DATE

We respectfully submit our proposal for a \$561,745.00 change to be funded by TFC's Controlled Contingency. Upon approval of this change proposal, a transfer of (\$561,745.00) will occur to TFC's Controlled Contingency to cover the cost of this change. Morganti recommends a \$50,000.00 Contingency to cover any unforeseen conditions.

Cost of work:	\$454,493
Fee:	\$11,362
Contingency:	\$50,000
General Conditions:	\$45,890
Total Change:	\$561,745

Total Addition / Deduction (circle one) to CONTRACT SUM If accepted:

\$ \$561,745Request is made for addition of 45 CALENDAR DAYS to the contract period.

The above proposal is submitted for your consideration. The undersigned contractor understands and agrees that this proposal is validated only by the approved CHANGE ORDER attached hereto

Authorized Signature

Morganti Texas Inc

Name of Contracting Firm

DocuSign Envelope ID: DB4314A8-8817-4E6A-A81F-2E2D047A7233

**ARCHITECT'S**
Proposed Change Order Form**C**

TO: Texas Facilities Commission

AND: Jason Nezamabadi
PM/ODR16-012-6077

TFC PROJECT

The Proposed Change Order Documents are presented for your consideration and approval. The Contractor's Form "B" has been reviewed and it is recommended for approval by the undersigned. Acceptance of this change is recommended for the following REASON and JUSTIFICATION.

PCO 51

PROPOSED CHANGE ORDER NO.

11/12/2019

DATE

REASON:

The Contractor's proposal appears to be reasonable for the work shown.

JUSTIFICATION:

The price of the additional work is within 10% of the estimate of probable cost prepared by the Architect/Engineer.

Respectfully submitted

by

SignatureHultt-Zollars, Inc.

Architect / Engineer

TFC Contract No. 17-034-000
Morganti Texas, Inc.
Project No. 16-013-6077
Amendment No. 2

EXHIBIT F-1

CMR LIST OF STAFF

A. Project Manager:		<u>Frank Gotham</u> (Name) <u>Morganti texas inc</u> (Company) <u>10590 westoffice drive suite 150, Houston TX 77042</u> (Address) <u>713-254-2006</u> (Cell #) <u>fgotham@morganti.com</u> (Email)
Assisstant Project Manager	1.	<u>Fernando Diosdado</u> (Name) <u>Morganti Texas Inc</u> (Company) <u>10590 westoffice dr suite 150 Houston, TX 77042</u> (Address) <u>936-223-1701</u> (Cell #) <u>Fdiosdado@morganti.com</u> (Email)
	2.	<u></u> (Name) <u></u> (Company) <u>Austin, TX</u> (Address) <u></u> (Cell #) <u></u> (Email)
Superintendent	3.	<u>_ Will Reynolds</u> (Name) <u>Morganti Texas inc</u> (Company) <u>10590 westoffice drive suite 150 Houston, TX 77042</u> (Address) <u>713-540-4232</u> (Cell #) <u>Wreynolds@morganti.com</u> (Email)
Project manager	4.	